

176605



500 Monsanto Avenue  
Sauget, Illinois 62206-1198  
Tel: 618-482-6340  
Fax: 618-482-8529

## facsimile transmittal

To: NABX FAYOUMI Fax: 312-886-4071

From: RICHARD WILLIAMS Date: 3-12-03

Re: LECHNER ACCESS AGREEMENT Pages: 6

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

COMMENTS:

# THOMPSON COBURN

Thompson Coburn LLP  
Attorneys at Law

One Mercantile Center  
St. Louis, Missouri 63101-1693  
314-552-6000  
FAX 314-552-7000  
www.thompsoncoburn.com

June 18, 1999

Colleen E. Michuda

314-552-6563  
FAX 314 552-7563  
EMAIL cmichuda@  
thompsoncoburn.com

(618) 337-4233

Mr. Tony Lechner  
Metro Equipment Construction, Inc.  
1300 Queeny Avenue  
Sauget, Illinois 62206

Re: Access Agreement for 1300 Queeny Ave., Sauget, IL

Dear Tony:

Thank you for granting Solutia Inc. access to the property you own at 1300 Queeny Ave., Sauget, Illinois. Enclosed is an original Access Agreement, signed by Solutia, for your files. If you have any questions, please call me at the above number.

Thanks again for your prompt attention to this matter.

Very truly yours,

Thompson Coburn LLP

By *Colleen E. Michuda*  
Colleen E. Michuda

CEM/cem

Enclosure

### ACCESS AGREEMENT

This Agreement is made as of the 1st day of JUNE, 1999 between Metro Equipment Construction, Inc., a land owner in St. Clair County, Illinois, and Solutia Inc., whose principal offices are located at 10300 Olive Boulevard, St. Louis, Missouri 63166.

WHEREAS, Solutia has requested permission to enter upon the property of the above-listed owner at the address listed below to perform certain tests and take samples of both soil and groundwater; and

WHEREAS, Metro Equipment Construction, Inc. is willing to grant Solutia a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. Metro Equipment Construction, Inc. grants to Solutia a revocable license to enter upon real property owned by Metro Equipment Construction, Inc. located at 1300 Queeny Avenue, parcel number 01-35.0-200-034, for the purpose of sampling both soil and groundwater.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Solutia ("Solutia Personnel") as designated by Solutia whose presence is necessary to further the purposes of this Agreement. Such access shall also be granted to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives ("Government Personnel") for the purpose of monitoring the work being performed by Solutia Personnel. Any and all access/visits will be coordinated with Metro Equipment Construction, Inc., or its designated representative, so as to minimize the effects, if any, to the business of Metro Equipment Construction, Inc. at said location.

3. Solutia agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Solutia will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Solutia Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. Metro Equipment Construction, Inc. will receive a copy of all test results from work performed on said property.

5. As to the work to be done, or services to be performed by Solutia or its consultants, Solutia assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of the actual performance of the work hereunder. Solutia shall indemnify, defend and save harmless the land owner of the above-described property from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence. This indemnity does not cover any preexisting conditions on the property, except to the extent that such condition is altered through the negligent conduct or action of Solutia and/or its contractor while working on the above-described property and thereby results in damage to the property that would not have otherwise occurred.

6. Solutia's contractor engaged to undertake the sampling will have insurance of not less than the following amounts:

Workers' Compensation      Statutory

Employer's Liability      \$500,000 each accident

Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) -- \$1,000,000 each occurrence, combined single limit

Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage) -- combined single limit of \$1,000,000 per occurrence.

7. Metro Equipment Construction, Inc. shall advise Solutia of any utility lines or other hazardous or potentially hazardous conditions of which Metro Equipment Construction, Inc., has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed the day and year first above written.

BY: 

NAME: Jay Lechin

ADDRESS: 1200 Quincy Ave.

Parcel 1200 Quincy Ave.  
PARCEL NUMBER(S): 01-35.0-200-034

SOLUTIA, INC.

BY: Michael R. Lawrence

TITLE: President

Solutia Management Co., Inc.

**ADDENDUM TO ACCESS AGREEMENT**  
**BETWEEN METRO EQUIPMENT CONSTRUCTION, INC. AND SOLUTIA INC.**

Pursuant to an Access Agreement ("Agreement") dated June 1, 1999, entered into between Metro Equipment Construction, Inc. and Solutia Inc. ("Solutia"), Solutia is permitted to access Metro Equipment Construction, Inc. property, parcel number 01-35.0-200-034, for purposes of sampling both soil and groundwater as required by a January 21, 1999 Administrative Order by Consent between Solutia and U.S. EPA.

This Addendum acknowledges that Solutia shall also be permitted to access the above-referenced property for purposes of performing soil and sediment removal work, along with post-removal sampling activities, as required by a May 31, 2000 Unilateral Administrative Order issued by U.S. EPA. This additional access shall be subject to the same terms and conditions as the original Access Agreement.

Acknowledged and agreed to this 9<sup>th</sup> day of June, 2000.

SOLUTIA INC.

By: [Signature]

Title: Mgr. Remedial Project

METRO EQUIPMENT CONSTRUCTION, INC.

By: [Signature]

Title: Pres.